Addendum 1

State of Connecticut Department of Social Services

Supplemental Nutrition Assistance Program (SNAP) Employment and Training Reimbursement Program

Request for Qualifications

Bid Number DSS_SNAP E&T_RFQ_#022509

The State of Connecticut Department of Social Services is issuing Addendum 1 to the SNAP Employment and Training Reimbursement Program Request for Qualifications (RFQ). Addendum 1 contains the following sections:

Section 1 – Letter of Intent (LOI) Clarification

Section 2 - Responses to questions submitted regarding this RFQ

Section 1 – LOI Clarification:

Interested respondents are encouraged to submit a non-mandatory LOI to the Department of Social Services in advance of a submitted proposal. No penalties apply to respondents that do not submit a LOI.

Section 2 – Responses:

Questions submitted by interested respondents and the Department of Social Services' official responses follow. These responses shall clarify the requirements of the RFQ. In the event of an inconsistency between information provided in the RFQ and information in these responses, the information in these responses shall control.

1. Question: What is the presumed administrative time commitment for this project per annum?

   Response: The Department has not made any presumptions on this subject and does not intend to do so.

2. Question: How many people are expected to take advantage of this program in total and in the Tunxis geographic area (Bristol, New Britain, Plainville, and Farmington)?

   Response: Upon completion of a MOU (Memo of Understanding) to allow a confidential data exchange, the Department of Social Services will conduct a data match with the contractor to determine the number of individuals who are SNAP recipients and therefore potential participants.

3. Question: Can you describe the required program monitoring? What is the level of reporting required?

Response: Contractors will be required to submit a monthly participant report, and invoice. The contractor will be required to maintain documentation to support all expenses billed on the invoice and documentation that the source of funding for such expenditures is non-federal.

4. Question: What happens if a student is not successful in his/her coursework? Does the college receive payment nonetheless?

   Response: The College will be reimbursed for expenses incurred during the months in which the student participates and is an active recipient of SNAP regardless of whether the student successfully completes the program.

5. Question: What are the eligibility requirements of the potential students?

   Response: Participants must be active SNAP recipients.

6. Question: What is the max/min hours that a course of study can be and still meet the SNAP requirements?

   Response: There are neither maximum nor minimum requirements.

7. Question: Who recruits for the program? How do individuals find out about the program?

   Response: The Department of Social Services sends a monthly report of appropriate SNAP recipients to the contractor. The contractor then contacts the potential participants on that list. Word of mouth may also generate some interest and result in students contacting the contractor asking to participate. As long as the student is on the list of potential participants that student may participate.

8. Question: Will the Department be generating a list of potential participants for the project?

   Response: Please see response to Question 7.

9. Question: In terms of the initial dollars to be matched by the Department, do these funds have to come from services provided to only the ABAWD population or can it be services provided to any low income individual or family?

   Response: The non-federally funded services have to be incurred on behalf of the actual individuals participating in the program. These individuals do not need to be Able-Bodied Adults without Dependents (ABAWDs). They can be any SNAP participant.

10. Question: Would financial aid received by low-income students be considered as part of the dollars that could be matched?

    Response: Yes, as long as the financial aid is not from a federal source.

11. Question: As a community collaborative, do the dollars that are initially designated by partnering agencies have to go back to only those agencies? (Example – Agency A – provides initial dollars of $50,000 – Does Agency A now have to receive $25,000 of the reimbursement funds from DSS or can the collaborative decide how those dollars are utilized)

    Response: The Department of Social Services may retain up to five percent (5%) of the reimbursement for administrative costs. Seventy-five percent (75%) of the remainder of the reimbursement must go to the employment and training providers whose expenditures generated the federal matching funds on a pro-rata basis. The remaining twenty-five percent (25%) goes to the collaborative. In your example, the Department would retain $1,250 for its administrative costs, $17.812.50 would go to the employment and training agency and the remainder, $5,937.50 would be retained by the collaborative for poverty reduction activities.

12. Question: What kind of documentation will be required for the Department to verify that the funds are non-federal and being used for the appropriate reason?

    Response: The Department shall need to see documentation verifying the origin of the funds to confirm they are non-federal. The Department will accept your expenditure reports on the use of the funds.

13. Question: Would training provided by volunteer organizations such as Literacy Volunteers of America be considered as training providers under the SNAP ET requirement?

    Response: Yes, if it is part of an overall employment plan. However, the Department was unclear, what costs would be associated with such volunteer services that would be eligible for federal match.

14. Question: Would Individual Training Accounts issued by the local Workforce Boards be considered as part of the initial funds to be reimbursed?

    Response: Most ITAs are from Workforce Investment Act (WIA) or Jobs First funds, which are federal in nature. If the source of the funding for the ITA is not federal, expenditures related to this funding source would qualify for match.

15. Question: Is any of the 25% of the funds to support poverty reduction strategies by community collaborative available to support the administration of the community collaborative?

    Response: Yes, reasonable administrative costs related to administration of the collaborative and its activities are allowable, as long as they meet State of Connecticut contracting standards.

16. Question: Will the Department make available statistics regarding the demographic make up of the current ABAWD population?

    Response: This program is not specifically targeted to ABAWDs it is unclear by the Department why this would be needed.

17. Question: Is there a difference in the ABAWD population that is referred for the SNAP training vs. the traditional FSET program?

    Response: No, not at this time. ABAWDs are only a part of the population that is referred for this program. All participants are subject to the rules of the traditional SNAP E&T program.

18. Question: Can the Community Collaborative grow in organization size once an LOI has been submitted?

Response: Yes, however, the collaborative must have at a minimum five members, and the majority of its members must be employment & service training providers.

19. Question: Can a Community Collaborative have membership that covers multiple municipalities? Do all members need to provide services in all municipalities?

Response: Yes, a community collaborative can serve multiple municipalities. No, all members do not have to provide services in all municipalities.

20. Question: Are there any sanctions/penalties from DSS for ABAWDs who do not follow on SNAP ET services?

Response: It is the Department's intent to only impose non-compliance penalties on mandatory participants of the traditional SNAP Employment & Training program. The Department would expect that many of those participating in the 50% reimbursement program would be volunteers, otherwise exempt from the work requirements and thus not subject to non-compliance penalties.

21. Question: Is there a mandatory requirement for ABAWDs to participate in SNAP ET services?

Response: Only as defined under the traditional, SNAP E&T program.

22. Question: How would a budget summary be completed for community collaboratives? – Should there be projections for funding to be received by each partnering agency?

Response: A budget summary should include projections of non-federal funding that will be spent by each partnering agency on the target population for allowable expenses.

23. Question: Which Sections are considered part of the 8-page submission restriction limit?

Response: Section III.C.1-6

24. Question: Should the total costs for the Business Cost Section reflect a 3-year funding period or an annual total?

Response: An annual total for each of the three years.

25. Question: If a 3-year budget is submitted, will there be an opportunity for budget revisions for year 2 and year 3?

Response: Yes.

26. Question: How will payments be distributed to the successful bidders? Monthly? Quarterly?

Response: The Department will provide the 50% reimbursement on a quarterly basis following the submission of a quarterly expenditure reports documenting expenditures in the prior quarter.

27. Question: Is there a cap on general and administrative costs?

Response: Budgetary information included in the respondent's response to the RFQ must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards .

28. Question: With a rolling application process and no bidders' conference how often, does the Department anticipate they will respond to Bidders Questions?

Response: The posting/release of the Department's official responses to questions (Questions/Answers Addendum) is expected on March 18, 2009 and monthly thereafter. Official responses to all questions shall be posted on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

Addendum 1

State of Connecticut Department of Social Services

Supplemental Nutrition Assistance Program (SNAP) Employment and Training Reimbursement Program

Request for Qualifications

Bid Number DSS_SNAP E&T_RFQ_#022509

Date Issued: March 20, 2009

Approved: Susan A. Gajda

Susan A. Gajda

State of Connecticut Department of Social Services
(Original signature on document in procurement file)

This Addendum must be signed and returned with your submission.	
_____	_____
Authorized Signer	Name of Company

State of Connecticut
Department of Social Services

Supplemental Nutrition Assistance Program Employment and Training Reimbursement Program

Request For Qualifications

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

Supplemental Nutrition Assistance Program Employment and Training Reimbursement Program

Request for Qualifications

The State of Connecticut Department of Social Services is requesting submissions from provider organizations or collaboratives to implement a Supplemental Nutrition Assistance Program (SNAP) Employment and Training Reimbursement Program. Qualified provider organizations and community collaboratives are those with experience in providing employment and training activities that qualify under federal law and regulations to participate in the federal matching funds provision of the SNAP employment and training program. In addition, qualified provider organizations and community collaboratives shall also have experience in providing support services related to SNAP employment and training programs.

The Department expects to fund multiple contracts to implement SNAP programs throughout the state. The Department will accept submissions from qualified provider organizations and SNAP employment and training community collaboratives that provide short-term programs (defined as those that can be completed within one year) that have a direct link to employment. Examples of acceptable programs include but are not limited to programs for Certified Nurses Aide, Patient Care Technician, Customer Service Retail, Hospitality Management, Medical Office Management, and Medical Billing. The Department may consider expanding the types of acceptable programs in subsequent years to include those lasting more than one year, including Associates Degree programs that have a clear vocational orientation. As required by Section 2 (c) of Public Act 08-161, in selecting contractors, the Department shall give priority to providers who are members of a SNAP employment and training community collaborative and whose strategies are aligned with the recommendations of the Child Poverty and Prevention Council and its plan to reduce child poverty developed pursuant to section 4-67x of the general statutes. For this procurement the Department will utilize a rolling submission process. Therefore, submissions will be reviewed and qualifications will be determined in the order of receipt, except that priority will be given to community collaborative submissions.

Reimbursement funding shall be made available for 50% of the total amount the resultant contractor spends from other non-federal source funds on allowable costs related to the employment and training of SNAP. Therefore submissions must include an estimate of the costs that the provider organization or community collaborative expects to incur in each year of the proposed three-year contract period and identify the sources of funding for those costs. Examples of allowable costs that would qualify for reimbursement funding include, but are not limited to, student's tuition; required materials including but not limited to books, special uniforms and equipment; student support services including career counseling, academic counseling, tutoring, library support, and computer labs. Participants shall document that

reimbursement funds provided under the contracts developed through this procurement have been or will be used to support poverty reduction strategy services that will assist the student and its family in escaping or avoiding poverty, consistent with the recommendations of the Connecticut Child Poverty and Prevention Council.

The resultant contract period will be established based on the date the resultant contractor is ready to begin implementation of the SNAP Employment & Training Program and end three years after the start date.

Interested respondents are encouraged to submit a Letter of Intent to the Department of Social Services beginning March 11, 2009. The Letter of Intent should identify whether the responding party will be an individual provider organization or a community collaborative. For community collaboratives the letter of intent should identify the organization that will be designated as the fiscal intermediary for the collaborative and the individual provider organizations.

The Department will begin accepting submissions on April 1, 2009. As submissions from community collaboratives are to be given priority, the Department will begin to evaluate submissions from community collaboratives upon receipt while non-collaborative submissions will not be evaluated until July 1, 2009, or upon the exhaustion of all collaborative submissions, whichever comes sooner.

All submissions must be in sealed envelopes or sealed boxes clearly identified as "SNAP Employment and Training Reimbursement Program RFQ."

To download this Request for Qualifications, access the State's Procurement/Contracting Portal at the State of Connecticut Department of Administrative Services' Procurement Services Home Page at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp or call or write:

Susan A. Gajda
State of Connecticut Department of Social Services
Contract Administration – Procurement Unit
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5661
Fax: 860-424-5800
E-mail: susan.gajda@ct.gov

The Department is an Equal Opportunity/Affirmative Action Employer. Deaf and hearing-impaired persons may use a TDD by calling 1-800-842-4524. Questions or requests for information in alternative formats must be directed to the Contract Administration Office at 860-424-5693. The Department reserves the right to reject any and all submissions or cancel this procurement at any time if it is deemed in the best interest of the State.

CONTENTS

Abbreviations, Acronyms, and Definitions 5
Section I - Overview of the Department and the Program 7
A. Purpose of this Request for Qualifications 7
B. Overview of the Department of Social Services 7
C. Overview of the Supplemental Nutrition Assistance Program Employment and Training Reimbursement Program 8
Section II - Overview of the Procurement Process 10
A. Issuing Office and Contract Administration 10
B. Procurement Schedule 11
C. Respondent Questions 11
D. Evaluation and Selection 11
E. Contract Execution 12
F. Respondent Debriefing 12
G. Rights Reserved 12
H. Submission Presentation Expenses 14
I. Submission Due Date 14
J. Acceptance of Submission Contents 14
K. Declaration and Protection of Proprietary Information 15
L. Affirmative Action 15
M. Resultant Contract Period, Funding, and Number of Awards 16
Section III - Submission Content Requirements 16
A. Delivery Condition 16
B. Transmittal Communication, Forms, and Acceptances 17
C. Qualifications 19
D. Business Cost Section 22
Section IV - Appendices 24
Appendix 1 - Mandatory Terms and Conditions 24
Appendix 2 - Procurement and Contractual Agreement Signatory Acceptance 48
Appendix 3 - Workforce Analysis Form 49
Appendix 4 - Notification to Bidders Form 51
Appendix 5 - Smoking Policy 52
Appendix 6 - Certification Regarding Lobbying 53
Appendix 7 - Gift and Campaign Contribution Certification 54
Appendix 8 - Consulting Agreement Affidavit 56
Appendix 9 - Affirmation of Receipt of State Ethics Laws Summary 57
Appendix 10 - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban 58
Appendix 11 - Budget Summary 60

Abbreviations, Acronyms, and Definitions

The following abbreviations, acronyms, and definitions apply to this procurement:

1. Able-Bodied Adults Without Dependents (ABAWDs) - Participants between the ages of 18 and 50 who are physically and mentally fit for work, who are not a member of the same SNAP household as a dependent child, who are not pregnant, who are not exempt from SNAP Employment & Training registration requirements and who do not live in a town for which the requirement has been waived by FNS.

2. ABAWD work requirement - ABAWDs must be employed or participate in an allowable employment and training activity for an average of 80 hours per month for the month or participate in community service for the number of hours equal to their monthly SNAP benefit divided by the state minimum wage in order to maintain eligibility for SNAP benefits.

3. Acceptable educational/vocational/occupational programs – Must be short term (can be completed in less than one year) and must have a direct link to employment. (e.g. Certified Nurses Aide, Patient Care Technician, Customer Service/Retail, Hospitality Management, Medical Office Management, and Medical Billing).

4. Addendum - An addition to a completed written document.

5. Allowable costs – Direct and indirect costs for education, training, job placement, case management, and career coaching as well as for the administrative costs of managing the program.

6. Allowable employment and training activities – Vocational/occupational training programs, job search training, English as a Second Language (ESL), Adult Basic Education (ABE), General Equivalency Diploma (GED), work experience, unsubsidized employment and appropriate support services necessary to allow the participant to continue in the program.

7. Appropriate support services – Includes but not limited to assessments for skills, abilities, career interest, education and other job-relatable assets, work readiness training, career planning, tutoring, case management to identify and address barriers to successful participation, career development, reimbursement for expenses for dependent care, text books and supplies, special equipment/clothing, medical (eyeglasses) and dental.

8. Respondent – A qualified community collaborative and/or a community non-collaborative that demonstrates experience in providing employment and training services, and submit a submission in response to this RFQ.

9. Commissioner - The Commissioner of the State of Connecticut Department of Social Services, as defined in Connecticut General Statutes §17b-3.

10. Community collaborative – A qualified organization consisting of at least five member public and private entities representing institutions of higher education, regional workforce investment boards, social services nonprofit agencies, business associations, philanthropic organizations, municipalities, community action agencies or other community partners, with the majority of the collaborative members being employment & training providers.

11. Community non-collaborative – A qualified organization that does not meet the definition above. Non-collaborative submissions will only be considered for funding at the discretion of the Department after all qualified community collaboratives have been funded.

12. Department - State of Connecticut Department of Social Services.

13. Food and Nutrition Service (FNS) – A federally funded food and nutrition program by the United States Department of Agriculture (USDA).

14. Non-federal funds – Includes but are not limited to cash from state budgets, foundation grants, employer contributions, and tuition payments. Funds for which the state is requesting reimbursement cannot be used as matched funds for any other federal program.

15. Participant – An active SNAP recipient age 16 or older.

16. Poverty reduction strategies – A coordinated set of actions which may include, but is not limited to: job search and work experience; education and training, including adult basic education, high school equivalency preparation, adult literacy classes, vocational training and post-secondary education; payment of tuition; case management; related services that improve employability; income safety net services; quality child care during work and job training; family support; and reentry programs, that are based on best practices and aimed at reducing poverty or the risk of poverty for individuals and families (A) who are living in census tracts with high poverty rates, (B) whose incomes are at or below 200% of the federal poverty level, and (C) who are in one or more of the following target populations: (i) adolescent parents, (ii) older adolescents and young children, or (iii) low-income working families; and a SNAP employment and training community collaborative.

17. Request For Qualification (RFQ) - A process to award the right to negotiate a contract with the Department based upon a fair, open, and competitive process.

18. Resultant contractor - A successful respondent that is awarded the right to negotiate a contract with the Department.

19. Subcontract - Any written agreement between the resultant contractor and another party to fulfill any contract requirements.

20. Subcontractor - An entity providing direct program services on behalf of a resultant contractor.

21. Supplemental Nutrition Assistance Program (SNAP) – A nutrition program, funded by the USDA and formerly known as the Food Stamp Program, that provides benefits to low-income individuals and families to purchase sufficient and nutritious food items.

22. SNAP Employment and Training Reimbursement Program – A program that allows states to obtain reimbursement from the USDA equal to 50% of funds expended on behalf of SNAP recipients by state agencies, local governments, nonprofit entities, institutions of higher education and other employment and training providers for allowable employment and training activities.

23. Target population – SNAP recipients residing in Connecticut who are not also receiving assistance under the Temporary Assistance to Needy Families (TANF) program.

SECTION I - OVERVIEW OF THE DEPARTMENT AND THE PROGRAM

A. PURPOSE OF THIS REQUEST FOR QUALIFICATIONS

This Request for Qualifications (RFQ) provides an opportunity for organizations, coalitions, and/or collaboratives to demonstrate its ability to provide employment and training activities, support services and other programs and services for recipients of the Supplemental Nutrition Assistance Program pursuant to Public Act No. 08-161 §2.

B. OVERVIEW OF THE DEPARTMENT OF SOCIAL SERVICES

The Department provides a broad range of services to older adults, persons with disabilities, families, and persons who need assistance in maintaining or achieving their full potential for self-direction, self-reliance, and independent living. It administers more than ninety legislatively authorized programs and about one-third of the State budget. By statute, it is the State agency responsible for administering human service programs sponsored by Federal legislation including the Rehabilitation Act, the Food, Conservation and Energy Act of 2008, the Older Americans Act, and the Social Security Act. The Department is also designated as a public housing agency for administering the Section 8 Program under the Federal Housing Act.

The Commissioner of Social Services heads the Department and there are Deputy Commissioners for Administration and Programs. There is a Regional Administrator responsible for each of the Department's three geographic service regions. By statute,

there is a Statewide Advisory Council to the Commissioner of Social Services and each geographic service region must have a Regional Advisory Council.

The Department administers most of its programs at offices located throughout the State. Within the Department, the Bureau of Rehabilitation Services provides vocational rehabilitation services for eligible persons with physical and mental disabilities throughout the State. For the other programs, services are available at offices located in the three geographic service regions, with central office support located in Hartford. In addition, many services funded by the Department are available through community-based agencies. The Department has out-stationed employees at participating hospitals and nursing facilities to expedite Medicaid applications and funds Healthy Start sites, which can accept applications for Medicaid for pregnant women and young children. Many of the services provided by the Department are available via mail or telephone.

There are three entities attached to the Department for administrative purposes only. They are the Commission on Deaf and Hearing-impaired, the Board of Education and Services for the Blind, and the Child Day Care Council.

C. OVERVIEW OF THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) EMPLOYMENT AND TRAINING REIMBURSEMENT PROGRAM

Traditionally the State's SNAP E&T program has focused its efforts and funding on providing services to ABAWDs who are subject to the work requirement. SNAP recipients who are not subject to the work requirement have had a lower priority in the receipt of services. However, many of these "exempt" recipients may be unemployed or in low-wage full or part-time jobs with few opportunities for advancement or further training and education. The USDA guidelines for SNAP E&T programs allow states to be reimbursed in an amount equal to 50% of allowable expenditures used to provide employment and training and related support services to SNAP recipients when those expenditures are funded by non-federal sources. This reimbursement funding is in addition to each state's annual SNAP E&T program federal allocation. When state SNAP E&T plans include access to these reimbursement funds, states can receive additional support for education and employment activities that serve all SNAP recipients.

1. Eligible Respondents -

   a) Through this RFQ the Department is seeking submissions from regional or municipal community collaboratives with a lead agency designated as the fiscal intermediary; or from state and local agencies, community colleges, non-profit community organizations, and other entities that provide education and training services. If through this RFQ the Department contracts with a community collaborative, the contract will state that 25% of the federal reimbursement (after a small

percentage reduction for the Department's operating expenses of up to 5%) will be distributed to the collaborative and will require the collaborative to use those funds to further the poverty reduction strategies of the Child Poverty Prevention Council. The contract will also require that the remaining 75% of the reimbursed funds be provided to the employment and training providers within the collaborative whose expenditures originally qualified for SNAP E&T reimbursement.

2. Employment and Training Activities - The resultant contractor shall be required to utilize the federal reimbursement on poverty reduction strategies that are aligned with the recommendations of the Child Poverty Prevention Council, including but not limited to, the following allowable employment and training activities:

   a) Job search and work experience;

   b) Adult basic education, including high school equivalency preparation adult literacy classes;

   c) Vocational training and post secondary education;

   d) Payment of tuition;

   e) Case management;

   f) Related services that improve employability;

   g) Income safety net services;

   h) Quality childcare during work and job training;

   i) Family support;

   j) Reentry programs; and

   k) Other services that are consistent with the recommendations of the Child Poverty and Prevention Council, as approved by the Department.

3. Target Population – The resultant contractor shall provide allowable employment and training activities to SNAP E&T participants who reside in Connecticut.

SECTION II - OVERVIEW OF THE PROCUREMENT PROCESS

A. ISSUING OFFICE AND CONTRACT ADMINISTRATION

The Department is issuing this RFQ through its Office of Contract Administration - Procurement Unit. The Contract Administration - Procurement Unit is the Issuing Office for this procurement and is the only contact in the State of Connecticut for this procurement. The integrity of the procurement process is based in part on ensuring that all potential and intended respondents be afforded the same information and opportunities regarding the terms of the procurement. Therefore, it is incumbent on the Issuing Office to monitor, control, and release information pertaining to this procurement. Potential and intended respondents are advised that they must refrain from contacting any other office within the State of Connecticut or any other State employee with questions or comments related to this procurement. Potential and intended respondents who contact others within the State of Connecticut with questions or issues pertaining to this procurement may risk disqualification from consideration. The Department's Contract Administrator within the Issuing Office will make decisions regarding such disqualification, after consultation with the Office of the Commissioner. The contact information for the Issuing Office is:

Susan A. Gajda
State of Connecticut Department of Social Services
Contract Administration – Procurement Unit
25 Sigourney Street
Hartford, CT 06106
Telephone: 860-424-5661
Fax: 860-424-5800
E-mail: susan.gajda@ct.gov

All questions, comments, submissions, and other communications with the Issuing Office regarding this RFQ must be submitted in writing directed to the Issuing Office and must be clearly identified as pertaining to the SNAP Employment and Training Reimbursement Program RFQ.

Any material received that does not so state its RFQ-related contents shall be opened as general mail.

B. PROCUREMENT SCHEDULE

The schedule for this procurement is as follows. The Department reserves the right to adjust this schedule, as needed.

Milestones	Date
RFQ posting/release	February 25, 2009
Letter of Intent	Beginning March 11, 2009
Submission of written questions	Beginning March 11, 2009 and Ongoing
Posting/release of the Department's official responses to questions (Questions/Answers Addendum)	March 18, 2009 and monthly thereafter
Submissions due	April 1, 2009 through August 31, 2009
Recommendations to Commissioners	To be determined
Announcement of awards for contract negotiation	To be determined
Contract negotiations end/contract execution	To be determined
Supplemental Nutrition Assistance Program Employment and Training Reimbursement Program commences	April 1, 2009

C. RESPONDENT QUESTIONS

Interested respondents may submit questions regarding this RFQ to the Issuing Office by fax or e-mail directed to the Issuing Office. It is solely the respondent's responsibility to ensure and verify the Department's receipt of questions.

Official responses to all questions shall be in a Questions/Answers Addendum to this RFQ posted on the State Procurement/Contracting Portal at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp.

The Department's initial Questions /Answers Addendum shall be posted to the DAS Portal by March 18, 2009. Additional questions may be submitted to the Department on an ongoing basis and will be responded to in subsequent Questions/Answers Addendum posted monthly thereafter.

D. EVALUATION AND SELECTION

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated. A responsive submission must comply with all instructions listed in this RFQ . The evaluation will be based on the following criteria:

a) Collaborative status, strategies, and proposed providers

b) Demonstrated employment and training experience

c) Proposed allowable SNAP E&T activity (at least one)

d) Identification of non-federal source funds

e) Proposed utilization of Federal reimbursement funds

f) Target population and community

g) Anticipated program start date

E. CONTRACT EXECUTION

The resultant contract is subject to State contracting procedures. These procedures include approval of the State of Connecticut Attorney General's Office. Note that the resultant contract becomes executed upon the signature of the Attorney General. No financial commitments can be made until and unless the resultant contract has been approved by the Attorney General. The Attorney General reviews the resultant contract only after the parties have agreed to the provisions.

F. RESPONDENT DEBRIEFING

The State will notify all respondents of any award issued by it as a result of this RFQ. Unsuccessful respondents may request a meeting for debriefing and discussion of their submission by writing the Issuing Office at the address provided above. Debriefing will not include any comparisons of submissions with other submissions.

G. RIGHTS RESERVED

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. Cancellation - Cancel this procurement at any time before the contract award.

2. Amendment of procurement - Amend this procurement at any time before contract award.

3. Refusal to accept - Refuse to accept or return accepted submissions that do not comply with procurement requirements.

4. Rejection of incomplete submission - Reject any submission in which any part of the submission is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all submissions).

5. Prior contract default - Reject the submission of any respondent in default of any prior contract or for the misrepresentation of material presented.

6. Receipt of submissions after stated due date - Reject or refuse to evaluate any submission that is received after the stated due date.

7. Written clarification - Require respondents, at their own expense, to submit written clarification of submissions in a manner or format that the Department may require.

8. Oral clarification - Require respondents, at their own expense, to make oral presentations at a time selected and in a place provided by the Department.

   The Department may invite respondents, but not necessarily all, to make an oral presentation to assist the Department in its determination of award. The Department further reserves the right to limit the number of respondents invited to make such a presentation and the number of attendees per respondent.

9. Onsite visits - Make onsite visits to the operational facilities of respondents to further evaluate the respondent's capability to perform the duties required in this RFQ.

10. Allowance of submission changes - Except as may be authorized by the Department, allow no additions or changes to the original submission after the stated due date.

11. Property of the State - Own all submissions submitted in response to this procurement upon receipt by the Department.

12. Separate service negotiation - Negotiate separately any services in any manner needed to serve the best interest of the State.

13. All or any portion - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ.

14. One or more respondents - Contract with one or more respondents.

15. Submission most advantageous - Consider cost and all factors in determining the most advantageous submission for the Department when awarding a respondent the right to negotiate a contract with the Department (while cost is a factor in determining the respondent to be awarded the right to negotiate a contract with the Department, price alone shall not determine the successful respondents).

16. Technical defects - Waive technical defects, irregularities, and omissions, if in its judgment the best interest of the Department shall be served.

17. Privileged and confidential information - Share the contents of any submission with any of its designees for purpose of evaluating submissions to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the contract periods shall be privileged and confidential).

18. Best and Final Offers - Seek Best and Final Offers (BFO) on price from respondents upon review of the scored criteria (in addition, the Department reserves the right to set parameters on any BFOs it receives).

19. Unacceptable submissions - Reopen the bidding process if advantageous to the Department.

H. SUBMISSION PRESENTATION EXPENSES

The State of Connecticut and the Department assume no liability for payment of expenses incurred by respondents in preparing and submitting submissions in response to this procurement.

I. SUBMISSION DUE DATE

The Issuing Office will accept submissions during the period of April 1, 2009 through August 31, 2009. Submissions will not be accepted beyond August 31, 2009. The Department will not consider a postmark date as the basis for meeting the submission due date. Respondents must not interpret or otherwise construe receipt of a submission after the stated due date as acceptance of the submission. The Department suggests the respondent use certified or registered mail to deliver the submission when the respondent is not able to deliver the submission by courier or in person. Respondents that are hand-delivering submissions will not be granted access to the building without photo identification and shall allow extra time for security procedures. Respondents must address all RFQ communications to the Issuing Office.

J. ACCEPTANCE OF SUBMISSION CONTENTS

If acquisition action ensues, the contents of this RFQ and the submission of the successful bidder will form the basis of contractual obligations in the final contract. The resulting contract shall be a Purchase of Service (POS) (Appendix 1). The respondent's submission must include a "Signatory Acceptance" (Appendix 2), without qualification, of all terms and conditions as stated within this RFQ and the Terms and Conditions for a POS. A successful respondent may suggest alternate language after having accepted without qualification the Terms and Conditions as specified in the POS. The Department may, after consultation with the State of Connecticut Attorney General's Office and the Office of Policy and Management

(OPM), agree to incorporate the alternate language in any resultant contract; however, the Department's decision is final. Any submission that fails to comply in any way with this requirement may be disqualified as non-responsive. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

K. DECLARATION AND PROTECTION OF PROPRIETARY INFORMATION

Due regard shall be given to the protection of proprietary information contained in all submissions received; however, respondents must be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations, and interpretations resulting there from. The respondent must provide convincing explanation and rationale to justify each exception from release consistent with C.G.S. §1-210 to claim proprietary exemption.

It will not be adequate for respondents to merely state generally that the submission is proprietary in nature and therefore not subject to release to third parties to claim an exemption. Price and cost alone do not meet exemption requirements. The particular pages or sections of the submission that a respondent believes are proprietary must be specifically identified as such. The rationale and explanation must be stated in terms of the prospective harm to the respondent's competitive position that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute. The Proprietary Declaration must be located immediately following the Table of Contents.

While respondents may claim proprietary exemptions, the final administrative authority to release or exempt any or all material so identified rests with the State.

L. AFFIRMATIVE ACTION

Regulations of Connecticut State Agencies §46a68j-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

1. The respondent's success in implementing an affirmative action plan.

2. The respondent's success in developing an apprenticeship program complying with C.G.S. §46a-68-1 to 46a-68-17, inclusive.

3. The respondent's promise to develop and implement a successful affirmative action plan.

4. The respondent's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area.

5. The respondent's promise to set aside a portion of the resultant contract for legitimate small contractors and minority business enterprises (See C.G.S. §4a-60).

M. RESULTANT CONTRACT PERIOD, FUNDING, AND NUMBER OF AWARDS

The contract period for each of the contracts to implement and operate a SNAP Employment and Training Reimbursement Program resulting from this RFQ shall be based on the date the respondent anticipates it will be ready to begin to provide employment and training services, and end three years after the start date.

Federal reimbursement funding is available for 50% of the total amount the Contractor(s) and/or their providers spend on allowable costs related to the employment and training of SNAP recipients.

SECTION III – SUBMISSION CONTENT REQUIREMENTS

To be considered as qualified, a responsive submission must include a response to each content requirement that begins with **THE RESPONDENT SHALL**.

A. DELIVERY CONDITION

1. **THE RESPONDENT SHALL** submit an original (clearly marked) and two exact, legible copies of the submission in clearly identified ("SNAP Employment and Training Reimbursement Program RFQ") sealed envelopes or sealed boxes no earlier than April 1, 2009 nor later than August 31, 2009. In addition, one exact electronic copy (compact disk) of the entire submission in a non-PDF format must be submitted, except for those required documents that cannot be converted into electronic format.

2. **THE RESPONDENT SHALL** construct submissions that will enable the Department to easily evaluate the respondent's qualifications without the need to search for information. Submissions must be submitted in loose leaf or spiral-bound notebooks that allow updated pages to be easily incorporated into the original submission. Each page of the submission must be consecutively numbered. Each submission must incorporate a Table of Contents, and each section of the submission must cross-reference the appropriate section of this RFQ that is being addressed. This will allow the Department to determine uniform compliance with specific RFQ requirements.

3. **THE RESPONDENT SHALL** restrict its submission page count to eight (8) pages: The following are not included in the maximum eight (8) page restriction count:

B. TRANSMITTAL COMMUNICATION, FORMS, AND ACCEPTANCES

1. Transmittal Letter – **THE RESPONDENT SHALL** include in the original submission (clearly marked) and in each of the two (2) copies, a Transmittal Letter. The Transmittal Letter must be limited to 1 page, and state whether the submission is from an organization or a collaborative. A Transmittal Letter from an organization must include the organization's Federal Employer Identification Number. A Transmittal Letter from a collaborative must identify the name of the fiscal intermediary and the FEIN for the fiscal Intermediary. In addition, all Transmittal Letters must include the name, title, telephone number, fax number, and e-mail address of the individual with authority to bind the respondent to sign a resultant contract with the Department of Social Services.

2. Table of Contents (TOC) - **THE RESPONDENT SHALL** provide a TOC for the entire submission.

3. Procurement and Contractual Agreements Signatory Acceptance (Appendix 2) - **THE RESPONDENT SHALL** provide a signed Acceptance Statement, without qualification, of all Mandatory Terms and Conditions (Appendix 1).

4. Workforce Analysis Form (Appendix 3) -**, THE RESPONDENT SHALL** complete the Workforce Analysis Form.

5. Notification to Bidders Form (Appendix 4) - **THE RESPONDENT SHALL** summarize the respondent's affirmative action plan and the respondent's affirmative action policy statement. Additionally, **THE RESPONDENT SHALL** address in writing the following five factors, as appropriate, to the bidder's particular situation. These factors are:

   a) Affirmative Action Plan - The respondent's success in implementing an Affirmative Action Plan

   b) Development of Affirmative Action Plan - The respondent's promise to develop and implement a successful Affirmative Action Plan if no successful Affirmative Action Plan is in place

   c) Apprenticeship Program - The respondent's success in developing an apprenticeship program complying with C.G.S. §§46a-68-1 to 46a-68-17, inclusive

d) EEO-1 Data - The respondent's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area

e) Set-aside for Minority Businesses - The respondent's promise to set-aside a portion of the resultant contract for legitimate minority business enterprises and to provide the Department Set-aside Reports in a format required by the Department

6. Smoking Policy (Appendix 5 - signed Statement, if applicable) - If the respondent is an employer subject to the provisions of C.G.S. §31-40q, **THE RESPONDENT SHALL** agree to provide the Department with a copy of its written rules concerning smoking. The Department must receive the rules or a statement that the respondent is not subject to the provisions of C.G.S. §31-40q before contract approval.

7. Certification Regarding Lobbying (Appendix 6) - **THE RESPONDENT SHALL** provide a signed statement to the effect that no funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

8. Contract Affidavits/Certifications - C.G.S. §§4-250 through 4-252 require that State contracts with a value of $50,000 or more be accompanied by a Gift and Campaign Contribution Certification and a Consulting Agreement Affidavit. **THE RESPONDENT SHALL** provide a completed Gift and Campaign Contribution Certification (Appendix 7) and a Consulting Agreement Affidavit (Appendix 8).

   If a respondent is exempt from the Contract Affidavit/Certification Requirements, the respondent must state this fact on the affidavits/certifications and return the forms with the proposal.

9. Affirmation of Receipt of State Ethics Laws Summary (Appendix 9) - Pursuant to C.G.S. §§1-101mm and 1-101qq, persons, resultant contractors, subcontractors, consultants, or the duly authorized representative thereof must affirm receipt of the summary of State ethics laws developed by the State Office of Ethics pursuant to C.G.S. §1-81b and that key employees of such person, resultant contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions. **THE RESPONDENT SHALL** provide a completed and signed Affirmation of Receipt of State Ethics Laws Summary.

10. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Appendix 10) - With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective State contractors of State campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. **THE RESPONDENT SHALL** include a copy with signature acknowledging receipt and understanding.

C. QUALIFICATIONS

General - Responses to the requirements in this section must describe the background and experience of the respondent and any proposed providers. The responses must also address details regarding the size and resources of the respondent and any proposed subcontractors, and their experience relevant to employment and training services.

1. Overall Qualifications - **THE RESPONDENT SHALL** summarize its overall qualifications to implement and operate a SNAP Employment and Training Reimbursement Program. If the submission is from a collaborative, the submission must identify the number and names of all the member agencies within the collaborative. At a minimum, the summary must include the following specific details::

   a) The establishment date of the responding organization, or collaborative and each of the member agencies within the collaborative, the agency or collaborative mission at time of establishment, the current agency or collaborative mission and if the current mission is different from the original, a description of the changes in focus that led to the current mission.

   b) Agency size, including annual budget, revenues, number, and type of personnel. If the respondent is a collaborative, this information must be included for each member.

   c) Organizational changes within the last two years, including any reorganization and/or turnover of key personnel, acquired grants for current programs, lost grants, including the reasons for loss of grants.

   d) Experience relevant to the employment and training functions to be performed under the resultant contract and a summary of contracts recent contracts for the provision of SNAP employment and training services within the past three years.

2. Ability to Implement Program – The submission must detail the respondent's ability to implement the SNAP E&T Reimbursement Program. **THE RESPONDENT SHALL:**

a) If a collaborative, include a description of prior, experience related to working collaboratively with any local-level organizations that provide employment and training and/or appropriate support services as defined previously.

b) Describe prior and related experience serving low-income populations in general and in addition, specifically SNAP recipients.

c) If a collaborative, the collaborative's goals and strategies for reducing poverty in its region or municipality and how the proposed SNAP E&T reimbursement program will further these goals and strategies.

d) Describe with whom the respondent will collaborate to achieve the goals of the SNAP E&T Reimbursement Program including:

(1) Description of why and how the respondent will engage and collaborate with other local-level organizations.

Collaborative members may include, but are not limited to:

(a) Institutions of Higher Education

(b) Regional Workforce Development Boards

(c) Social Services Nonprofit Agencies

(d) Business Associations

(e) Philanthropic Organizations

(f) Municipalities

(g) Community Action Agencies

(h) Other Community Partners

(2) An estimate of the number of SNAP E&T participants that are expected to be served under the contract and the amount of non-federally funded expenditures for which the respondent would be requesting reimbursement from each Provider with whom the respondent shall collaborate. A Memorandum of Understanding shall be executed prior to contract negotiation to

allow the exchange of data between the Department and the successful respondent to identify the number of potential participants.

3. Program Personnel –**THE RESPONDENT SHALL** identify a Project Manager who shall be responsible for:

   a) Implementing and managing the Program.

   b) The day-to-day oversight of the Program.

   c) Attending all program meetings at the request of the Department.

   d) Responding to the Department's requests for status updates and ad hoc and interim reports.

   e) Provide credentials for the proposed Project Manager (e.g. resume)

4. Small, Minority, or Women's Business Enterprise - Section 32-9e of the Connecticut General Statutes (C.G.S.) sets forth the requirements of each Executive Branch agency relative to the Connecticut Small Business Set-Aside program. Pursuant to that statute, twenty-five percent of the average total of all contracts let for each of the three previous fiscal years must be set aside. The Department requires that the resultant contractor make a good-faith effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor. Such subcontractors may supply goods or services. Prospective respondents may obtain a list of firms certified to participate in the Set-Aside program by contacting the State of Connecticut Department of Administrative Services at the DAS Web site at http://www.das.state.ct.us/Purchase/SetAside/SAP_Search_Vendors.asp or by calling 860-713-5236. During the evaluation process, special consideration will be given to those respondents who document their use of a certified small business and/or demonstrate the respondent's commitment to, whenever possible, use a certified small business. **THE RESPONDENT SHALL** describe its effort to set aside a portion of the resultant contract for a small, minority, or women's business enterprise as a subcontractor.

5. Program Implementation - **THE RESPONDENT SHALL** identify the proposed target population and/or community, describe the implementation of at least one allowable employment and training activity and explain how the implementation of the proposed activity(ies) will achieve the goals of the SNAP Employment and Training Reimbursement Program as described in this RFQ. If the respondent is a collaborative, the respondent must show that the majority of the members of the collaborative have engaged in providing employment and training services.

6. Reporting Requirements – Contractors selected through this RFQ process shall be required to submit Participant and Expense reports in a format mutually agreed to by the Department and the resultant contractor. **THE RESPONDENT SHALL** describe its ability to comply with the following referenced reporting requirements:

   a) Participant reports in a format defined by the Department;

   b) A description of how the reimbursement has been spent, including any expenditures directly related to the administration of the program;

   c) Outcome-tracking reports that include:

      i. Number of Participants employed,

      ii. Types of employment Participants entered,

      iii. Entry wage, length of time job, and wage increases; and

   d) Documentation of all non-federal expenditures for this program, which shall be made available to the Department, and for any audit of the program.

D. BUSINESS COST SECTION (MAXIMUM THREE PAGES)

No cost information or other financial information may be included in any other portion of the submission. Any submission that fails to adhere to this requirement may be disqualified as non-responsive. Each submission must include cost information and other financial information in the following order:

1. Audited Financial Statements - **THE RESPONDENT SHALL** provide audited financial statements for each of the last two fiscal years. If audited financial statements for each of the last two fiscal years are not available, the respondent shall provide comparable statements that will document the financial stability of the respondent and include an explanation of the submission of documents other than audited financial statements. Audited Financial Statements provided by the respondent are not included in section page limitation.

2. Business Cost Section - **THE RESPONDENT SHALL** provide a single line item budget that presents total costs for the proposed SNAP Employment and Training Reimbursement Program using the Budget Template in (Appendix 4)**.** A non-PDF version of the Budget Template is available upon request by emailing susan.gajda@ct.gov

3. Business Cost Narrative - **THE RESPONDENT SHALL** provide a written explanation of the expected resultant contract costs including a rationale for each line item included in the budget and the total number of hours it expects to spend on the project by category of staff. The narrative shall describe each budget line item in detail with a brief explanation of each staff position including the number of hours worked weekly, number of weeks worked yearly, and hourly rates.

Cost Standards - Budgetary information included in the respondent's response to this RFQ must comply with the Statewide Cost Standards published by the State of Connecticut Office of Policy and Management. The cost standards are available online at http://www.ct.gov/opm/cwp/view.asp?a=2981&q=382994#Cost_Standards.

Payment Structure – The resultant contract between the successful respondents and the Department will include payment provisions wherein the resultant contractors shall be compensated on a deliverable basis. Payments for services will be made regularly in accordance with submitted invoices and required programmatic participant reports.

SECTION IV – APPENDICES

APPENDIX 1 - MANDATORY TERMS AND CONDITIONS

A. CLIENT-RELATED SAFEGUARDS

1. **Inspection of Work Performed.** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.

2. **Safeguarding Client Information.** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.

3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

B. CONTRACTOR OBLIGATIONS

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:

   (a) all new Contracts effective on or after January 1, 2007;

   (b) all Contract amendments modifying funding, effective on or after January 1, 2007;

   (c) all Contracts in effect on or after July 1, 2007.

2. **Credits and Rights in Data.**

(a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

(b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:

(a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and

(b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the community collaboratives and/or community non-collaboratives and affiliation of the Contractor and related entities.

4. **Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.

5. **Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.

6. **Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

7. **Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.

8. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or community collaboratives and/or community non-collaboratives related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:

   (a) real estate sales or leases;

   (b) leases for equipment, vehicles or household furnishings;

   (c) mortgages, loans and working capital loans; and

   (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

9. **Lobbying.** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before

Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

10. **Suspension or Debarment.**

(a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);

(2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;

(4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Department.

11. **Liaison.** Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

12. **Subcontracts.** For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

13. **Independent Capacity of Contractor.** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

14. **Indemnification.**

(a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:

(1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

(2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.

(e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission.

(a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.

(b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy. Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

17. Facility Standards and Licensing Compliance. The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

18. Reports. The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the

contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.

19. **Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

20. **Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.

21. **Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.

22. **Litigation.**

    (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

    (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 and 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. ALTERATIONS, CANCELLATION AND TERMINATION

1. **Contract Revisions and Amendments.**

(a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.

(b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

(c) No amendments may be made to a lapsed contract.

2. Contract Reduction.

(a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:

(1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or

(2) federal funding reductions result in reallocation of funds within the Department.

(b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor.

(a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:

(1) withhold payments until the default is resolved to the satisfaction of the Department;

(2) temporarily or permanently discontinue services under the contract;

(3) require that unexpended funds be returned to the Department;

(4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;

(5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;

(6) terminate this contract;

(7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;

(8) any combination of the above actions.

(b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.

(c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

(d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. **Non-enforcement Not to Constitute Waiver.** The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. **Cancellation and Recoupment.**

(a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.

(b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.

(c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

(d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. **Equipment.** In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least $5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. **Transition after Termination or Expiration of Contract.** In the event that this contract is terminated for any reason except where the health and welfare of service recipients is

endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation. Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

9. Mergers and Acquisitions.

(a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.

(b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.

(c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

D. STATUTORY AND REGULATORY COMPLIANCE

1. Health Insurance Portability Act of 1996 ("HIPAA").

(a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

(b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the

Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*

(c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*

(d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; *and*

(e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*

(f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.

(g) Definitions

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(4) "Individual" shall have the same meaning as the term "individual'" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(7) "Required by Law'" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R.§ 164.304.

(12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

(5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

(6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.

(7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

(8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.

(9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or

further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

(C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

(1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in

this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to 4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall

apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.

5. **Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:

(a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;

(4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.

(b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to

enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

6. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities.** The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes:

   (a) Every Contract to which the state or any political subdivision of the state other that a municipality is a party shall contain the following provisions:

      (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

      (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;

      (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

      (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;

      (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works

Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:

(1) who are active in the daily affairs of the enterprise;

(2) who have the power to direct the management and policies of the enterprise; and

(3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.

(c) For the purposes of this section, "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. **Government Function; Freedom of Information.** If the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat.

§ 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

8. **Whistleblowing.** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

9. **Campaign Contribution Restrictions.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

   For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

10. **Non-smoking.** If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. **Executive Orders.**

    (a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree

that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

(b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:

(1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;

(2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;

(3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;

(4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;

(5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.

(c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive

Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

(d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:

(1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

(2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

(e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that

minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

APPENDIX 2 - PROCUREMENT AND CONTRACTUAL AGREEMENTS SIGNATORY ACCEPTANCE

Statement of Acceptance

The terms and conditions contained in this Request for Qualifications constitute a basis for this procurement. These terms and conditions, as well as others so labeled elsewhere in this document are mandatory for the resultant contract. The Department is solely responsible for rendering decisions in matters of interpretation on all terms and conditions.

Acceptance Statement

On behalf of _____
I,_____ agree to accept the Mandatory Terms and Conditions as set forth in the Department's Supplemental Nutrition Assistance Program Employment and Training Reimbursement Program Request for Qualifications.

Signature

_____ _____
Title Date

APPENDIX 3 - WORKFORCE ANALYSIS FORM

Contractor Name: _____ Total number of CT employees: _____
Address:_____ Full-time_____ Part-time _____

Complete the following Workforce Analysis for employees on Connecticut worksites who are:

Job Categories	Totals for all Columns - Male and Female	White (Not of Hispanic Origin)		Black (Not of Hispanic Origin)		Hispanic		Asian Or Pacific Islander		American Indian Or Alaskan Native		Individuals Disabilities	
		male	female	male	female	male	female	male	female	male	female	male	female
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operators (Semi Skilled)													
Laborers (Unskilled)													
Totals Above													
Totals One Year Ago													
Formal On-The-Job-Trainees (Enter figures for the same categories as shown above)													
Apprentices													
Trainees													
Employment Figures were obtained from_____Visual Check_____Employment Records_____Other: _____													

Workforce Analysis Form (continued)

1. Have you successfully implemented an Affirmative Action Plan?
   Yes _____ No _____ Implementation Date _____
   If the answer is No, explain.

1.a. Do you promise to develop and implement a successful Affirmative Action Plan?
   Yes _____ No _____ Not Applicable _____
   Explanation:

2. Have you successfully developed an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the State of Connecticut Department of Labor Regulations, inclusive:
   Yes _____ No _____ Not Applicable _____
   Explanation:

3. According to EEO-1 data, is the composition of your workforce at or near parity when compared with the racial and sexual composition of the workforce in the relevant labor market area?
   Yes _____ No _____ Not Applicable _____
   Explanation:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?
   Yes _____ No _____ Not Applicable _____
   Explanation:

_____ _____

Contractor's Authorized Signature Date [WFA 5/93]

APPENDIX 4 - NOTIFICATION TO BIDDERS FORM

The contract to be awarded in response to this RFP is subject to contract compliance requirements mandated by §4a-60 of the General Statutes of Connecticut, and when the awarding agency is the State, §46a-71(d) of the General Statutes of Connecticut. Contract Compliance Regulations codified at §4a-60 et. seq. of the Regulations of the Connecticut State agencies establish a procedure for the awarding of all contracts covered by §4a-60 and 46a-71(d) of the General Statutes of Connecticut.

According to §4-114a-3(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance regulations has an obligation to "aggressively solicit participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in §4a-60 of the General Statutes of Connecticut as a business wherein 51 percent or more of the capital stock or assets belong to a person or persons: "(1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of §32-9n." "Minority" groups are defined in §32-9n of the General Statutes of Connecticut as "(1) Black Americans, (2) Hispanic Americans, (3) Women, (4) Asian Pacific Americans and Pacific Islanders, or (5) American Indians" The above definitions apply to the contract compliance requirements by virtue of §4-114a (10) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

1. The bidder's success in implementing an affirmative action plan
2. The bidder's success in developing an apprenticeship program complying with §46a-68-1 to 46a-68-17 of the Regulations of Connecticut State agencies, inclusive
3. The bidder's promise to develop and implement an affirmative action plan
4. The bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market
5. The bidder's promise to set aside a portion of the contract for legitimate minority businesses. See §4-114a3 (10) of the Contract Compliance Regulations

---

INSTRUCTION TO THE BIDDER: The Bidder must sign the acknowledgement below and return it to the Awarding Agency along with the bid proposal. Retain a signed copy in your files.

The undersigned acknowledges receiving and reading a copy of the "Notification to Bidders" form:

_____ _____

Signature Date

On Behalf of: _____

_____

Organization Name

_____

Address

APPENDIX 5 - SMOKING POLICY

General Statutes of Connecticut

Section 31-40q. Smoking in the workplace: Definitions, employers to establish nonsmoking areas, exemptions.

a) As used in this section:

i. "Person" means one or more individuals, partnerships, associations, corporations, limited liability companies, business trusts, legal representatives, or any organized group of persons.

ii. "Employer" means a person engaged in business that has employees including the state and any political subdivision thereof.

iii. "Employee" means any person engaged in service to an employer in the business of his employer.

iv. "Business facility" means a structurally enclosed location or portion thereof at which twenty or more employees perform services for their employer.

v. "Smoking" means the burning of a lighted cigar, cigarette, pipe or any other matter or substance that contains tobacco.

b) Each employer shall establish one or more work areas, sufficient to accommodate nonsmokers who request to utilize such an area, within each business facility under its control, where smoking is prohibited. The employer shall clearly designate the existence and boundaries of each nonsmoking area by posting signs that can be readily seen by employees and visitors. In the areas within the business facility where smoking is permitted, existing physical barriers and ventilation systems shall be used to the extent practicable to minimize the effect of smoking in adjacent nonsmoking areas. Nothing in this section may be construed to prohibit an employer form designating an entire business facility as a nonsmoking area.

c) The State Labor Commissioner may exempt any employer from the provisions of this section if the Commissioner finds that (1) the employer made a good-faith effort to comply with the provisions of this section and (2) any further requirement to so comply would constitute an unreasonable financial burden on the employer.

(P.A. 83-268; P.A. 87-149, S.1, 3; P.A. 91-94; P.A. 95-79, S. 109, 189.)

History: P.A. 87-149 amended Subsection (b) To require employers to establish sufficient nonsmoking areas in business facilities and added Subsection (c) To enable the State Labor Commissioner to exempt certain employers from compliance with those requirements, effective April 1, 1988, P.A. 91-94 amended Subsection (a) By reducing the minimum number of employees from fifty to twenty in Subdiv. (4), P.A. 95-79 amended Subsection (a) To redefine "person" to include limited liability companies, effective May 31, 1995.

Cited. 24C. 666,672-674.

Subsection (b):
Cited. 224C. 666, 674.

APPENDIX 6 - CERTIFICATION REGARDING LOBBYING

Contractor:_____

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more that $100,000 for each such failure.

_____	_____
Signature	Typed Name and Title
_____	_____
Firm/Organization	Date

APPENDIX 7 - GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:
As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contractor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) "Gift" has the same meaning given that term in C.G.S. §4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding Gifts by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a Gift to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. §9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. §9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. §9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____

Printed Contractor Name Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

_____

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ _____

Awarding State Agency Planning Start Date

_____

Contract Number or Description

APPENDIX 8 - CONSULTING AGREEMENT AFFIDAVIT

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to General Statutes of Connecticut §§4a-81(a) and 4a-81(b)

INSTRUCTIONS:
If the bidder or vendor has entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by General Statutes of Connecticut §4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in General Statutes of Connecticut §4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ _____ _____
Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

_____
Commissioner of the Superior Court
or Notary Public

APPENDIX 9 - AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to General Statutes of Connecticut §§1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to General Statutes of Connecticut §1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf.

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

APPENDIX 10 - NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

SEEC FORM 11

This notice is provided under the authority of General Statutes of Connecticut 9-612(g)(2), as amended by P.A. 07-1, and is for informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a State agency in the Executive Branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties

$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor, which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations, may also be subject to civil penalties of $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties
Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than five years, or $5,000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the Web site of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

APPENDIX 11 – SNAP BUDGET SUMMARY

Respondent Name: _____ **Term:** _____

Amount: $_____

	Subcategory (a)	Line Item Total (b)	Adjustments (c)	Revised Total (d)
1. UNIT RATE (Shelters Only)	**N/A**	**N/A**	**N/A**	**N/A**
2. CONTRACTUAL SERVICES				
2a. Accounting				
2b. Legal				
2c. Independent Audit				
2d. Other Contractual Services				
TOTAL CONTRACTUAL SERVICES				
3. ADMINISTRATION				
3a. Admin. Salaries				
3b. Admin. Fringe Benefits				
3c. Admin. Overhead				
TOTAL ADMINISTRATION				
4. DIRECT PROGRAM STAFF				
4a. Program Salaries				
4b. Program Fringe Benefits				
TOTAL DIRECT PROGRAM				
5. OTHER COSTS				
5a. Program Rent				
5b. Consumable Supplies				
5c. Travel & Transportation				
5d. Utilities				
5e. Repairs & Maintenance				
5f. Insurance				
5g. Food & Related Costs				
5h. Other Project Expenses				
TOTAL OTHER COSTS				
6. EQUIPMENT				
7. PROGRAM INCOME				
7a. Fees				
7b. Other Income				
TOTAL PROGRAM INCOME				
TOTAL NET PROGRAM COST (Sum 1-6 minus 7)				